

Attorney Docket No.: ATIC-018/00US

PATENT

hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 December 23, 2004.

By: _____

Dolores McKay
Dolores McKay

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Igor GUREVICH, et al.

Serial No.: 10/628,091

Art Unit:

Confirmation No.:

Examiner:

Filed: March 19, 2003

For: **BIDIRECTIONAL OPTICAL SIGNAL MULTIPLEXER/DEMULTIPLEXER**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TRANSMITTAL LETTER

Transmitted herewith are the following documents:

1. Revocation and New Power by Assignee and Change of Address;
2. Copy of Assignment to MicroAlign Technologies, Inc.
3. Copy of Assignment to Allied Telesyn, Inc.
4. Copy of Certificate of Change of Name from Allied Telesyn International Corp. to Allied Telesyn, Inc.;
5. Return Receipt Postcard.

Dated: 12/22/04

Respectfully submitted,
COOLEY GODWARD LLP

Cooley Godward LLP
Attn: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663
WSG:dm

By: _____

Edward A. Van Gieson
Edward A. Van Gieson
Reg. No. 44,386



Attorney Docket No.: ATIC-018/00US

PATENT

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By: _____

John M. McKay
John M. McKay

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Igor GUREVICH, et al.

Serial No.: 10/628,091

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 Alexandria, VA 22313-1450

REVOCATION AND NEW POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignees of the entire right, title, and interest in the above-identified application hereby revoke all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignees certify that to the best of their knowledge and belief they are the owners of the entire right, title, and interest in and to the above-identified application as evidenced by:


- ☒ [X] An assignment document, a copy of which is enclosed herewith;
- ☒ [X] A copy of the Certificate of Change of Name from Allied Telesyn International Corp. to Allied Telesyn, Inc.

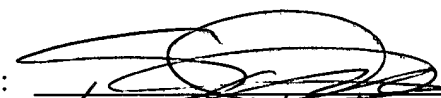
Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663

CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.


Date: 5/17/04 Signature: 
Name: Leonid Velikov
Title: Pres.
Company: Microalign Technologies, Inc.

Date: 5/7/04 Signature: 
Name: Shinkyo Taka
Title: Sr. VP
Company: Allied Telesyn, Inc.

Attorney Docket No.: ATIC-018/00US

ASSIGNMENT

PATENT



Igor GUREVICH, residing at 66125 Saabruken, Robert Coch Str. 27, Germany;
Victor FAIBISHENKO, residing at 2909 Sorento Way, Union City, California 94587, USA;
Leonid VELIKOV, residing at 1371 Greenbrier Rd., San Carlos, California 94070, USA (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled:

BIDIRECTIONAL OPTICAL SIGNAL MULTIPLEXER/DEMULTIPLEXER

and which is a:

- (1) ☐ provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
- (a) ☐ to be filed herewith; or
- (b) ☒ bearing Application No. 10/628,091, and filed on **March 19, 2003**.

WHEREAS, MicroAlign Technologies, Inc., a corporation duly organized under and pursuant to the laws of **California**, and having its principal place of business at **1371 Greenbrier Road, San Carlos, CA 94070** (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (c), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 11/17/2004

By: 
Igor GUREVICH

Date: 11/17/2004

By: 
Victor FAIBISHENKO

Date: 11/15/2004

By: 
Leonid VELIKOV

Attorney Docket No.: ATIC-018/00US

PATENT

ASSIGNMENT

Nikolai FEDYAKIN, residing at 1984 Latham St., Apt. 5, Mountain View, California 94040, USA; Shinkyo KAKU, residing at 1215 Valley Quail Circle, San Jose, California 95120, USA; (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled:

BIDIRECTIONAL OPTICAL SIGNAL MULTIPLEXER/DEMULTIPLEXER

and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/628,091, and filed on March 19, 2003.

WHEREAS, Allied Telesyn, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 19800 North Creek Parkway, Suite 200, Bothell, WA 98011 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 10/25/04

By: 
Nikolai FEDYAKIN

Date: 10/25/04

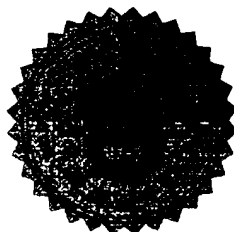
By: 
Shinkyo KAKU

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "ALLIED TELESYN INTERNATIONAL CORP.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "ALLIED TELESYN, INC.", THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2515015 8320

AUTHENTICATION: 2279331

030128487

DATE: 02-27-03